IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.714 OF 1982

Devidayal Aluminium Industries Pvt.Ltd... Plaintiffs

Versus

Mahavir Agencies. ..Defendants

Mr.B.G.Wadhwa for plaintiffs

None for defendants.

CORAM : P.V.KAKADE, J.

DATE : 25TH AUGUST, 2004.

P.C.:

1. The plaintiffs have fled this suit against the defendants for recovery of the amount of Rs.61,625/= with further interest on the principal amount of Rs.53,014.74 ps. @ 12% p.a. from the date of the suit till payment or realisation.

2. The plaintiffs from time to time sold, supplied and delivered to the defendants the goods manufactured by them viz. Pressure Cookers and raised invoices for the dues payable by the defendants. The demand was made for

the due amount and part payments were made by the defendants and the plaintiffs have given credit for the same. By Advocates letter dated 21.1.1992 demand for payment of Rs.53,014.74 was made along with interest thereon, but defendants denied to pay the said amount and hence the suit is filed.

3. The defendants have filed written statement denying the suit claim and raising contentions and sought dismissal of the suit.

4. The issues were settled in this suit. The issues and my findings thereon are as follows :

ISSUES	FINDINGS
1. Whether the plaintiffs are entitled to recover from the defendants the sum of Rs.61,625/= which is inclusive of interest ?	In the affirmative.
2. Whether the claim of the plaintiffs is barred by the law of limitation as alleged	

	in para 2 of the written statement ?	In the negative.
3.	Whether the defendants prove that defendants paid to the plaintiffs a sum of Rs.8000/= by demand draft dated 14th December, 1978?	In the negative.
4.	Whether the defendants prove that they were entitled to over riding commission of Rs.4480/= and amounts spend on publicity amount to Rs.4480/= and 11460/= as alleged in para 4 of the written statement ?	In the negative.
5.	Whether the defendants prove that they are entitled to credit in the sum of Rs.900/= set to have been paid for the boarding and lodging charges of the plaintiff Director as	

	alleged in para 5 of the written statement ?	In the negative.
6.	Whether the defendants prove that the defendants are entitled to credit for Rs.4500/= being amount payable under special scheme as stated in paragraph 6 of the written statement ?	In the negative.
7.	Whether the defendants prove hat they are entitled to credit for the sum of Rs.1050/= being the cost alleged seven busted Pressure Cookers as alleged in para 7 of the written statement?	In the negative.
8.	What order and decree ?	As per final order.

5. At the outset it may be noted that the defendants remained absent for hearing of the matter though they

have filed written statement. The defendants did not led any evidence to rebut the plaintiffs allegations. On the other hand the plaintiffs witness entered into witness box and proved the contents of his affidavit of evidence and in support the original documents produced on record vide Exhs.A and B. In view of this position the Plaintiffs evidence has gone on record unchallenged and therefore, I have no hesitation to hold that the plaintiffs suit deserves to be decreed. Hence the order:

The suit stands decreed with costs.

The defendants shall pay the amount of Rs.61,625/= to the plaintiffs along with interest @ 12% p.a. on principal amount of Rs.53,014.74 from the date of the suit till actual payment or realisation.

******